

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	AmGUARD Insurance Company
<b>TOI/Sub-TOI:</b>	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
<b>Product Name:</b>	Businessowners		
<b>Project Name/Number:</b>	/		

## Filing at a Glance

Company:	AmGUARD Insurance Company
Product Name:	Businessowners
State:	District of Columbia
TOI:	05.0 CMP Liability and Non-Liability
Sub-TOI:	05.0002 Businessowners
Filing Type:	Form
Date Submitted:	05/02/2018
SERFF Tr Num:	AMGD-131480165
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	2018-10-01-DC-BP-F-ASSAULT
Effective Date	10/01/2018
Requested (New):	
Effective Date	10/01/2018
Requested (Renewal):	
Author(s):	Greg Harchar, Tessa Medeiros, Bill Orasin
Reviewer(s):	Carmen Belen (primary)
Disposition Date:	05/03/2018
Disposition Status:	APPROVED
Effective Date (New):	10/01/2018
Effective Date (Renewal):	10/01/2018

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## General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/03/2018	
State Status Changed:	Deemer Date:
Created By: Tessa Medeiros	Submitted By: Tessa Medeiros
Corresponding Filing Tracking Number:	

### Filing Description:

With this filing, AmGUARD Insurance Company is submitting two new endorsements, BP 99 340 "Assault" And/Or "Battery" – Exclusion and BP 99 341 "Assault" And/Or "Battery" – Limited.

## Company and Contact

### Filing Contact Information

Tessa Medeiros, State Filings Representative	Tessa.Medeiros@guard.com
16 South River Street	800-673-2465 [Phone] 4032 [Ext]
Wilkes-Barre, PA 18703-0020	

### Filing Company Information

AmGUARD Insurance Company	CoCode: 42390	State of Domicile:
16 South River Street	Group Code: 31	Pennsylvania
PO Box A-H	Group Name: Berkshire Hathaway	Company Type: Property and
Wilkes-Barre, PA 18703-0020	Group	Casualty
(800) 673-2465 ext. 4520[Phone]	FEIN Number: 23-2240321	State ID Number:

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## Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

<b>SERFF Tracking #:</b>	AMGD-131480165	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	2018-10-01-DC-BP-F-ASSAULT
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	05/03/2018	05/03/2018

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## Disposition

Disposition Date: 05/03/2018  
Effective Date (New): 10/01/2018  
Effective Date (Renewal): 10/01/2018  
Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Form	"Assault" And/Or "Battery" - Exclusion	APPROVED	Yes
Form	"Assault" And/Or "Battery" - Limited	APPROVED	Yes

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## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 05/03/2018	"Assault" And/Or "Battery" - Exclusion	BP 99 340	03 18	END	New		0.000	BP 99 340 03 18 - Assault and Battery - Exclusion.pdf
2	APPROVED 05/03/2018	"Assault" And/Or "Battery" - Limited	BP 99 341	03 18	END	New		0.000	BP 99 341 03 18 - Assault and Battery - Limited.pdf

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **“ASSAULT” AND/OR “BATTERY” – EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNER'S COVERAGE FORM

**Section II – Liability** is amended as follows:

**A.** This policy does not apply to “injury”, “bodily injury”, “property damage”, or “personal and advertising injury” arising from:

- 1.** “Assault” and/or “Battery” committed by:
  - a.** Any insured;
  - b.** Any employee/“employee” of any insured; or
  - c.** Any other person; or
- 2.** The failure to suppress or prevent “Assault” and/or “Battery” by any person in **1.** above; or
- 3.** The failure to provide an environment safe from “Assault” and/or “Battery”; or
- 4.** The failure to warn of the dangers of the environment which could contribute to “Assault” and/or “Battery”; or
- 5.** The selling, serving or furnishing of alcoholic beverages which results in an “Assault” and/or “Battery”; or
- 6.** The negligent:
  - a.** Employment;
  - b.** Investigation;
  - c.** Supervision;
  - d.** Reporting to the proper authorities, or failure to so report; or
  - e.** Retentionof a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraphs **1.** and **2.** above.

We will have no duty to defend any suit/“suit” against you seeking damages/“damages” on account of any such injury.

### **B. Definitions**

**1.** “Assault” means:

- a.** an intentional or unintentional act, including but not limited to sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons creating an apprehension in another of immediate harmful or offensive contact; or
- b.** an attempt to commit a “Battery”.

**2.** “Battery” means an intentional or unintentional act, including but not limited to sexual abuse, sexual battery, sexual molestation, or any actual harmful or offensive contact between two or more persons which brings about harmful or offensive contact to another or anything connected to another.

**3.** “Damages” means a monetary judgement, award, or settlement, including damages for death, which are payable because of injury to which this insurance applies. However, damages do not include criminal restitution.

**4.** “Injury” means damages because of “bodily injury” and “property damage” including damages for care, loss of services or loss of support.

**C.** This endorsement shall not be construed to affect any coverages provided via the Employment-Related Practices Liability Endorsement, if attached to this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **“ASSAULT” AND/OR “BATTERY” – LIMITED**

This endorsement modifies insurance provided under the following:

BUSINESSOWNER'S COVERAGE FORM

### **SCHEDULE**

<b>ASSAULT AND/OR BATTERY LIABILITY</b>	<b>EACH “EVENT”</b>	<b>\$</b>
	<b>AGGREGATE</b>	<b>\$</b>

**Section II – Liability** is amended as follows:

**A.** Except as provided in Paragraph **B.** of this endorsement, this policy does not apply to “injury”, “bodily injury”, “property damage”, or “personal and advertising injury” arising from:

1. “Assault” and/or “Battery” committed by:
  - a. Any insured;
  - b. Any employee/“employee” of any insured; or
  - c. Any other person; or
2. The failure to suppress or prevent “Assault” and/or “Battery” by any person in 1. above; or
3. The failure to provide an environment safe from “Assault” and/or “Battery”; or
4. The failure to warn of the dangers of the environment which could contribute to “Assault” and/or “Battery”; or
5. The selling, serving or furnishing of alcoholic beverages which results in an “Assault” and/or “Battery”; or
6. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retentionof a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraphs 1. and 2. above.

We will have no duty to defend any suit/“suit” against you seeking damages/“damages” on account of any such injury.

**B.** The following is added to Paragraph **A. Coverages:**

### **“Assault” And/Or “Battery” – Limited Coverage - Insuring agreement**

We agree to afford coverage with respect to “Assault” and /or “Battery” Liability only as indicated in this endorsement at the liability limits shown in the schedule above subject to the provisions below.

#### **1. “Assault” And/Or “Battery” Liability**

We will pay on your behalf all sums which you shall become legally obligated to pay as “damages” because of “injury”, “bodily injury”, “property damage” or “personal and advertising injury” to any person arising out of “Assault” and/or “Battery” that takes place during the policy period.

**2.** For the purposes of the coverage provided by this endorsement the following is added to Paragraph **B. Exclusions**, Subparagraph **1. Applicable to Business Liability Coverage:**

#### **EXCLUSIONS**

This coverage does not apply to :

- a. Liability of others assumed by you under any contract or agreement, either oral or in writing, unless specifically endorsed hereon;
- b. “Assault” and/or “Battery” to:
  - (1) Any of your “employees” arising out of and in the course of:
    - (a) Employment by you;
    - (b) Performing duties related to the conduct of your business; or
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury;
  - c. Any loss or claim either directly or indirectly arising from your activities as an officer or director of any corporation, company or business other than that of the Named Insured; or
  - d. Any claim for punitive or exemplary damages.
3. For the purposes of the coverage provided by this endorsement, the following is added to paragraph **2.a.** of **Section II – Who Is An Insured:**
- (3) "Assault" and/or "Battery"
- (a) To you, to your partners or members (if you are a partnership or joint venture, to your members (if you are a limited liability company, or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (3)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (3)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

#### **4. Limits of Liability**

Regardless of the number of insureds under this policy, our liability is limited as follows:

The limit of liability stated in this endorsement as applicable to each "Event" is the most we will pay for all "damages" arising out of "injury", "bodily injury", "property damage", or "personal and advertising injury" because of "assault" and/or "battery", regardless of the number of insureds, persons injured, claims made or suits

brought or persons or organizations making claims or bringing suits. The limit of liability stated above as Aggregate, subject to the above provisions regarding each "Event", is the total limit of our liability under this coverage for all "damages" in any policy period.

#### **5. Definitions**

a. "Assault" means:

- (1) an intentional or unintentional act, including but not limited to sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons creating an apprehension in another of immediate harmful or offensive contact; or

- (2) an attempt to commit a "Battery".

- b. "Battery" means an intentional or unintentional act, including but not limited to sexual abuse, sexual battery, sexual molestation, or any actual harmful or offensive contact between two or more persons which brings about harmful or offensive contact to another or anything connected to another.
- c. "Damages" means a monetary judgement, award, or settlement, including damages for death, which are payable because of injury to which this insurance applies. However, damages do not include criminal restitution.
- d. "Injury" means damages because of "bodily injury" and "property damage" including damages for care, loss of services or loss of support.
- e. "Event" means an act or series of acts based on or arising out of the same assault and/or battery.

#### **6. Other Insurance**

If there is other valid and collectible insurance available to you for "damages" covered under this endorsement, this insurance is excess over such other insurance.

- C. This endorsement shall not be construed to affect any coverages provided via the Employment-Related Practices Liability Endorsement, if attached to this policy.

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## Supporting Document Schedules

<b>Satisfied - Item:</b>	Readability Certificate
<b>Comments:</b>	Forms conform to requirement.
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018

<b>Satisfied - Item:</b>	Consulting Authorization
<b>Comments:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018

<b>Satisfied - Item:</b>	Copy of Trust Agreement
<b>Comments:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018

<b>Satisfied - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Comments:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018